




**To the Honorable Council
City of Norfolk, Virginia**

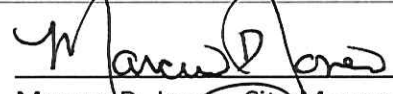
January 14, 2014

From: Kristen M. Lentz, P.E., Director of Utilities

Subject: Ordinance – Cost Share
Agreement for an HRSD interceptor
manhole at Five Points


Reviewed: Ronald H. Williams, Jr., Assistant City
Manager

Ward/Superward: 3/7

Approved: 
Marcus D. Jones, City Manager

Item Number:

R-9

I. Recommendation: Adopt Ordinance

II. Applicant: City of Norfolk Department of Utilities
Property location: Intersection of Chesapeake Boulevard and Norview
Avenue

III. Description:
This agenda item is to adopt an Ordinance for HRSD and the City of Norfolk to cost share the construction and replacement of an HRSD interceptor manhole located at the intersection of Chesapeake Boulevard and Norview Avenue (Five Points).

IV. Analysis
The City will install the HRSD manhole as part of the City's force main replacement project in order to avoid a complex and expensive sewage bypass option. The new manhole will be relocated further downstream to help facilitate and maintain uninterrupted sewer flow. This will also give HRSD the opportunity to replace its aging infrastructure.

Consolidation of the HRSD and City assets at this location provides technical and cost-saving benefits, while minimizing the traffic impacts on the travelling public.

V. Financial Impact
HRSD will deposit funds to the City' Revenue Account Number 5200 34 100 4664.

VI. Environmental

N/A

VII. Community Outreach/Notification

N/A

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

This action has been coordinated with the City Attorney's Office and HRSD.

Supporting Material from the City Attorney's Office:

- Ordinance

Form and Correctness Approved:

By Tasha D. D.
Office of the City Attorney

Contents Approved:

By Kristin M. Lay
DEPT.

Pursuant to Section 72 of the City Charter, I hereby certify that the money required for this item is in the city treasury to the credit of the fund from which it is drawn and not appropriated for any other purpose.

\$ 40,000.00 5300 34 100 46104
Kim M. Kelly Account
Director of Finance 3/4 11/20/13 Date

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN HAMPTON ROADS SANITATION DISTRICT ("HRSD") AND THE CITY OF NORFOLK FOR PAYMENT OF CONSTRUCTION AND REPLACEMENT OF AN 18-INCH INTERCEPTOR MANHOLE LOCATED IN WHOLE OR IN PART AT THE INTERSECTION OF CHESAPEAKE BOULEVARD AND NORVIEW AVENUE; ACCEPTING AND APPROPRIATING UP TO \$40,000 IF AND WHEN RECEIVED THEREFOR; AND AUTHORIZING THE CITY MANAGER TO RECEIVE SUCH FUNDS AND EXECUTE THE AGREEMENT ON BEHALF OF THE CITY OF NORFOLK.

- - -

WHEREAS, HRSD currently operates an 18-inch interceptor manhole, located in whole or in part, at the intersection of Chesapeake Boulevard and Norview Avenue in the City of Norfolk, also referred to as the Five Points Intersection; and

WHEREAS, the City intends to construct a new manhole to which it will connect its new 16-inch sanitary sewer force main associated with its Pump Station No. 46 Force Main Replacement Project ("Project") as part of its Site Plan #12-0004 Pump Station No. 46 Force Main Replacement; and

WHEREAS, the Project will demolish the existing manhole belonging to HRSD, and replace it with a new manhole to be owned, operated, and maintained by HRSD; and

WHEREAS, HRSD and the City agree it is most efficient and in the best interest of the parties for the work required in the demolition and replacement of the subject HRSD manhole, to be included in the City Project;

WHEREAS, HRSD agrees to pay the costs of demolition, construction, installation and replacement of its manhole as part of the Pump Station No. 46 Force Main Replacement Capital Improvement Project; now, therefore,

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the entry of an agreement with Hampton Roads Sanitation District for the payment of costs of demolition, construction, installation and replacement of the 18" manhole more particularly described in Exhibit A attached hereto, is hereby approved and authorized.

Section 2:- That the City Manager is authorized to accept the agreement attached hereto as Exhibit A, in the form approved by the City Attorney, and to do all of the things necessary and proper to implement the provisions of that Agreement.

Section 3:- That the receipt of funds from HRSD for the use of construction and replacement of an 18" manhole located at the intersection of Chesapeake Boulevard and Norview Avenue, is hereby approved.

Section 4:- That up to \$40,000 is hereby accepted and appropriated, if and when made available from HRSD, for the construction and replacement of the 18-inch interceptor manhole, and allocated when received to City Account # 5200-34-100-4664.

Section 5:- That this ordinance shall be in effect from and after its adoption.



**AGREEMENT FOR PAYMENT OF COSTS
OF CONSTRUCTION AND REPLACEMENT OF THE
HRSD MANHOLE IN THE FIVE POINTS INTERSECTION**

THIS AGREEMENT, between the CITY OF NORFOLK (the "CITY"), a municipal corporation of the Commonwealth of Virginia, and the HAMPTON ROADS SANITATION DISTRICT ("HRSD"), a political subdivision of the Commonwealth of Virginia, entered this ____ day of _____, 2013.

WITNESSETH:

WHEREAS, HRSD currently operates an 18-inch interceptor manhole, located in whole or in part, at the intersection of Chesapeake Boulevard and Norview Avenue in the City of Norfolk, also referred to as the Five Points Intersection; and

WHEREAS, the CITY intends to construct a new manhole to which it will connect its new 16-inch sanitary sewer force main associated with its Pump Station No. 46 Force Main Replacement Project ("Project") as part of its Site Plan #12-0004 Pump Station No. 46 Force Main Replacement; and

WHEREAS, the Project will demolish the existing manhole belonging to HRSD, and replace it with a new manhole to be owned, operated, and maintained by HRSD; and

WHEREAS, HRSD and the CITY agree it is most efficient and in the best interest of the parties for the work required in the demolition and replacement of the subject HRSD manhole, to be included in the City Project;

WHEREAS, the CITY agrees to have such manhole constructed in accordance with the description of the Project stated and referred to herein and under the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the promises set forth herein and other good and valuable consideration, the sufficiency and receipt of which are acknowledged, the parties hereto agree as follows:

I. PROJECT DESCRIPTION

The Project includes the installation of approximately 6,200 linear feet of new 16-inch sanitary sewer force main, which is intended to replace the existing 10-inch sanitary sewer force main associated with Norfolk Pump Station No. 46. The existing 10-inch force main will be abandoned in place upon the installation of the new 16-inch force main. The portion of the new 16-inch force main crossing I-64 will be placed in approximately 275 linear feet of 30-inch casing to be installed using trenchless construction. The new force main will be connected to an existing 18-inch HRSD interceptor via a new HRSD manhole, which will be installed by the Contractor under this project. The invert elevation of each newly installed sanitary sewer manhole shall be verified in the presence of the both the City and HRSD's inspectors prior to continuing with the installation of the sewer main. The tolerance shall be based on the current HRPDC standards. Additional work includes temporarily removing and replacing construction area related fencing, demolishing and replacing asphalt and concrete pavement, seeding, landscaping, installing isolation and air release valves. Mobilization, traffic control and site clean up will be required to complete the work.

The work associated with the new HRSD manhole includes the installation of the new HRSD manhole as a pre-cast doghouse structure with an exterior drop connection, and the demolition of the existing HRSD brick manhole. This work also includes the demolition and/or relocation of all existing pipe connections from the existing manhole to the new HRSD manhole; including the 8" Sewer, 12" Sewer, 18" Sewer, abandoned 8" Forcemain, and 10" Forcemain. Exhibit 1, attached hereto and incorporated herein, shows a plan for the HRSD work to be performed. The HRSD manhole described in this paragraph, wastewater force main and/or gravity main together with all connections, valves, vents, and related appurtenances thereto, shall hereinafter be referred to as "HRSD MANHOLE".

II. BIDDING PROCESS

- A. The CITY will comply with the Virginia Public Procurement Act and Chapter 33.1 of the Norfolk City Code.
- B. The CITY shall award the bid to the overall lowest, responsive and responsible bidder, irrespective of the amount of any bid portion related to the HRSD MANHOLE.
- C. HRSD shall not have the authority to negotiate any portion of the bid related to the HRSD MANHOLE.

III. CONSTRUCTION OF HRSD MANHOLE

A. Cost of Construction:

1. HRSD shall reimburse CITY for HRSD's portion of all costs associated with the replacement of the HRSD MANHOLE.
2. CITY will pay its Contractor, Peters and White Construction Co. ("Contractor"), for the work on CITY's project, including work on the HRSD MANHOLE.
3. Contractor was the winning low bid on the CITY's referenced Project for \$50,000.00. HRSD and CITY agree that 60% of the winning bid is attributable to the HRSD MANHOLE and the remaining 40% is solely the responsibility of CITY. For example, out of the winning bid of \$50,000.00, 60% or \$30,000.00 is attributable to HRSD and 40% or \$20,000.00 is attributable to the CITY. Both parties acknowledge that this figure is preliminary only and subject to adjustment by duly approved change orders. The final cost, including any of said change orders, shall be in the same agreed proportion of 60% and 40%, for HRSD and CITY, respectively.
4. The HRSD MANHOLE is described in detail under the contract document plans and specifications prepared for this work. See Exhibit 1. The costs shall include 100% of the costs for:
 - a. Demolition of the existing HRSD MANHOLE.
 - b. Installation of the new HRSD MANHOLE.
 - c. Reconnection of all sanitary sewer connections to the HRSD MANHOLE.
 - c. Miscellaneous cost of the project, including but not limited to costs for site demolition and restoration work, construction inspections, and construction permits related to the HRSD MANHOLE.
5. This work shall be contracted by the CITY under its CIP contract. Records of these costs shall be available for review by HRSD at any mutually convenient time.

B. Approval of Plans, Specifications and Construction Activities:

HRSD and the CITY agree that before any construction work is begun under this Agreement:

1. The CITY and HRSD will review and agree to shop drawings and change orders as related to the HRSD MANHOLE.
2. The CITY will obtain and furnish HRSD with a copy of all permits and approvals necessary for the HRSD MANHOLE.
3. The CITY has or will comply with the Virginia Public Procurement Act and Chapter 33.1 of the Norfolk City Code, as outlined in Section II above.
4. The CITY will include HRSD in all scheduled construction meetings related to the HRSD MANHOLE.

C. Ownership, Operation and Maintenance of HRSD MANHOLE

The HRSD MANHOLE, in addition to the pipe located downstream of said HRSD MANHOLE, constructed hereunder shall remain the property of HRSD. HRSD agrees to accept ownership of the HRSD MANHOLE pursuant to Section IV(C) below. HRSD agrees that after accepting ownership of the HRSD MANHOLE, it will operate and maintain the HRSD MANHOLE constructed under this Agreement at the sole expense of HRSD.

IV. OBLIGATIONS OF HRSD

A. Inspection, Design and Construction Administration

Except as otherwise provided herein HRSD agrees to provide, at no expense to the CITY, the following:

1. Review and approval of the shop drawings and permits associated with the construction of the HRSD MANHOLE.
2. Full-time inspection by HRSD of construction of the HRSD MANHOLE. The inspector(s) shall have authority to assure that the project is constructed in accordance with the approved plans and specifications.
3. HRSD will be responsible for construction inspection and construction administration for work related to the HRSD MANHOLE. Each party will have prepared its own record drawings.

B. Payment of Costs

1. HRSD shall deposit 60% of the bid price associated with the HRSD MANHOLE bid price, plus ten percent (10%) contingency into City Account

Number 5200 34 100 4664 from which the CITY will pay the contractor upon receipt of requisition from the contractor approved by both parties.

2. HRSD shall deposit the abovementioned total amount into the aforementioned City Account thirty (30) days prior to the construction of the HRSD MANHOLE, currently scheduled to commence January 13, 2014.
3. If the actual contract cost exceeds the amount deposited, HRSD shall pay the difference by depositing such difference in the aforementioned account. If the construction cost is less than the amount deposited, the CITY shall pay the difference to HRSD, within sixty (60) days of completion of the HRSD MANHOLE.
4. No change order or other cost overage related to the HRSD MANHOLE, including the associated piping, shall be incurred or binding on the parties unless duly approved by the CITY and HRSD. In the event that any change order or other cost overage is approved by HRSD and the CITY, HRSD shall cause additional funds to be deposited in the aforementioned account prior to proceeding with the change order or other construction associated with cost overage.
5. Release of any retainage and final payment shall be made upon inspection and approval by the CITY, Greeley and Hansen, and HRSD, upon certification of contractor that all of its subcontractors and material suppliers have been paid.

C. Agreement to Accept Ownership

To the extent the CITY has any interest in the HRSD MANHOLE, HRSD shall accept ownership of the HRSD MANHOLE described in Section I from the CITY when all conditions of the contract have been met.

V. OBLIGATIONS OF THE CITY

A. Correction of Construction Deficiencies of the HRSD MANHOLE

The CITY shall require the construction contractor to provide a performance and defect bond for the full amount of the construction of the HRSD MANHOLE. The construction contract shall also provide for a Warranty of the Work for construction defects of the HRSD MANHOLE, including its associated piping, and shall correct such defects that are reported by HRSD within one (1) year of completion of construction.

B. Conveyance of the HRSD MANHOLE

As planned, no such conveyance of the HRSD MANHOLE will be required by the CITY. To the extent necessary and in accordance with the laws of the

Commonwealth of Virginia, the CITY agrees that upon completion of the construction of the HRSD MANHOLE, the CITY will make appropriate conveyance of any interest the CITY may have in the HRSD MANHOLE. All conveyances shall be accompanied by plats and drawings of the HRSD MANHOLE and rights conveyed.

VI. NOTICES

All notices given between parties shall be in writing and shall be considered properly sent by postage prepaid United States Mail or Country of Origin Mail to the persons identified below:

For: HRSD

Steve Richendollar
Real Estate Manager
P.O. Box 5911
Virginia Beach, VA 23471-0911

Telephone: (757) 461-7027
Facsimile: (757) 363-3917

For: City of Norfolk

Marcus D. Jones, City Manager
1101 City Hall Building
810 Union Street
Norfolk, VA 23510

Telephone: (757) 664-4240
Facsimile: (757) 664-4239

VII. GENERAL

A. Applicable Law and Venue

This Agreement is made in and shall be governed by the laws of the Commonwealth of Virginia. In the event of litigation, venue shall be in the Circuit Court of the City of Norfolk, Virginia.

B. Compliance with Federal Immigration Law

At all times during which any term of this Agreement is in effect, neither HRSD nor the CITY shall knowingly employ any unauthorized alien. For purposes of this section an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

C. Severability

If any provisions of this Agreement shall be held invalid, illegal or unenforceable, then the validity, legality or enforceability of other provisions of this Agreement shall not be affected thereby but shall remain in full force and effect.

D. Waiver

The failure by a party to exercise any right hereunder shall not operate as a waiver of such party's right to exercise such right or any other right in the future.

E. Entire Agreement

This Agreement contains the entire agreement of the parties and will supersede the terms and conditions of all prior written and oral agreements, if any, concerning the matters it covers. The parties acknowledge there are no oral agreements, understandings, representations, or warranties that supplement or explain the terms and conditions contained in this Agreement. This Agreement may not be amended or modified except by an agreement in writing executed by duly authorized representatives of each of the parties.

IN WITNESS WHEREOF, the CITY has caused this Agreement to be signed by the City Manager on its behalf pursuant to ordinance adopted by the City Council on _____, and the Hampton Roads Sanitation District Commission has caused this Agreement to be signed in its behalf by its General Manager on _____, 2013.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
(SIGNATURE PAGES TO FOLLOW)

This signature page is part of the Agreement between City of Norfolk and HRSD for Payment of Costs of Construction and replacement of the HRSD Manhole in the Five Points Intersection.

CITY OF NORFOLK

By: _____
City Manager

Attest: _____
City Clerk

STATE OF VIRGINIA
CITY OF NORFOLK, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2013,
by _____, City Manager of the City of Norfolk and _____
_____, who is City Clerk of the City of Norfolk.

Notary Public

Notary Number: _____
My commission expires: _____

APPROVED AS TO CONTENT:

APPROVED AS TO FORM AND
CORRECTNESS:

Director of Public Works

Assistant City Attorney

This signature page is part of the Agreement between City of Norfolk and HRSD for Payment of Costs of Construction and replacement of the HRSD Manhole in the Five Points Intersection.

HAMPTON ROADS SANITATION DISTRICT,
a Political Subdivision of the Commonwealth of Virginia

By: _____
Edward G. Henifin, P.E., General Manager

ATTEST:

Jennifer Heilman, Secretary

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

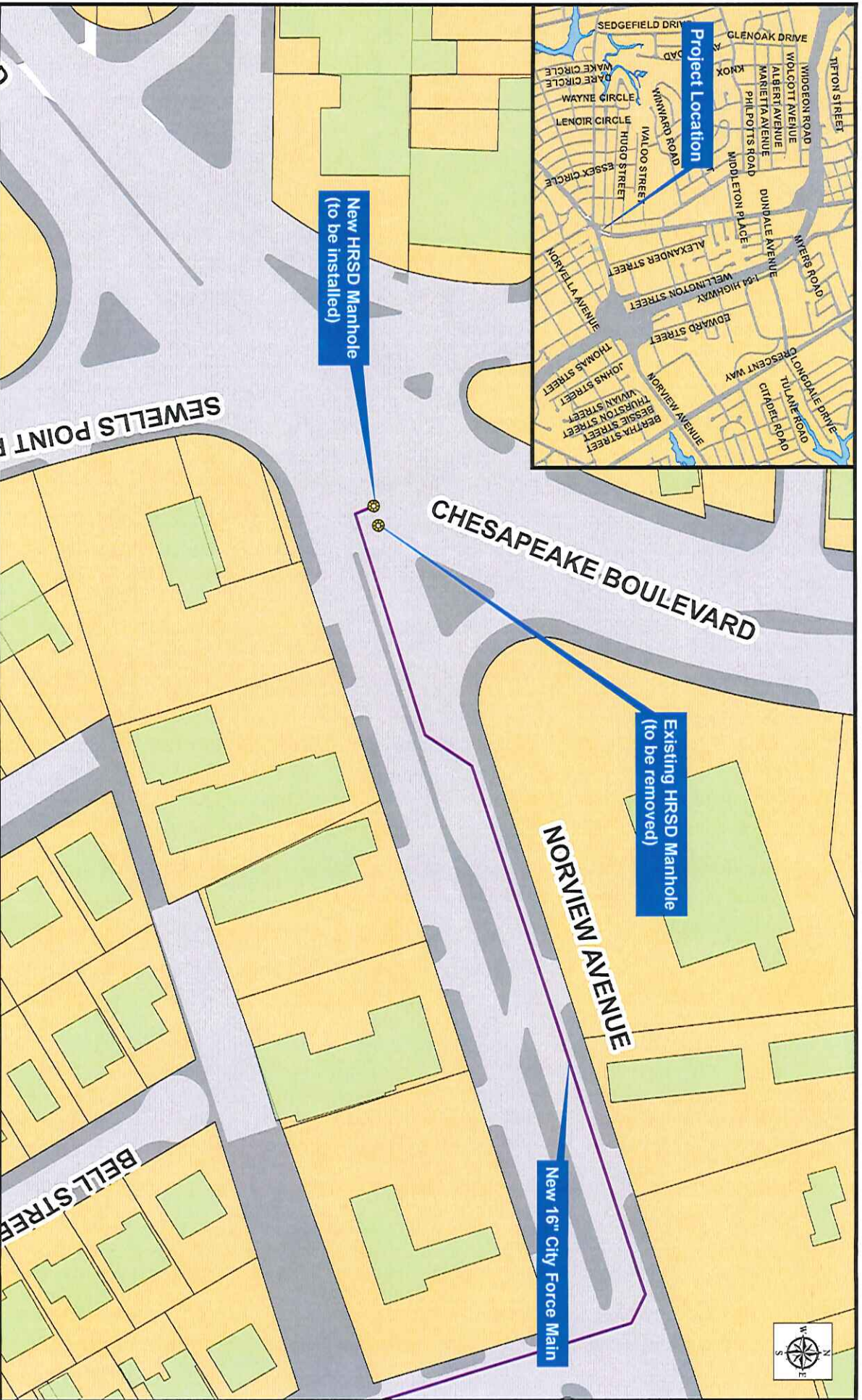
The foregoing instrument was acknowledged before me by Edward G. Henifin, P.E., General Manager for Hampton Roads Sanitation District and by Jennifer Heilman, Secretary for Hampton Roads Sanitation District, this ____ day of _____, 2013.

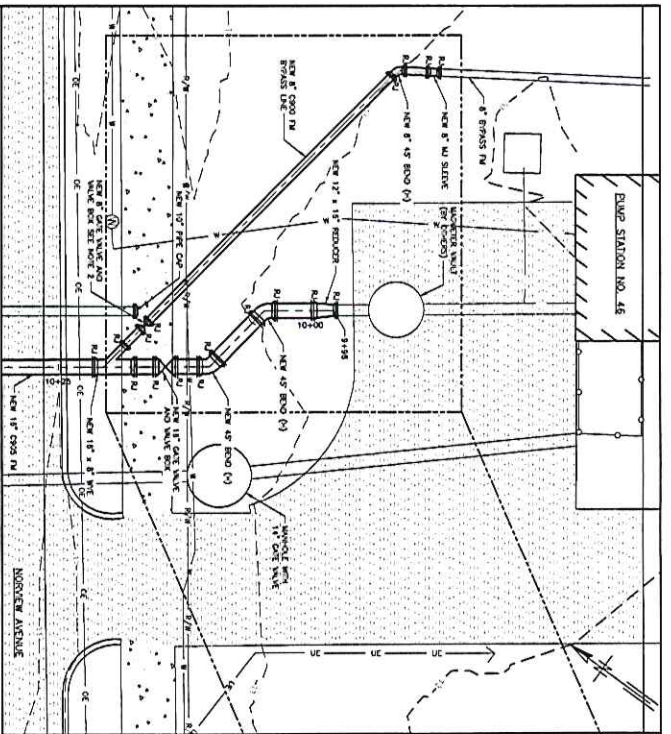
Notary Public

My commission expires: _____

Registration No.: _____

Exhibit 1

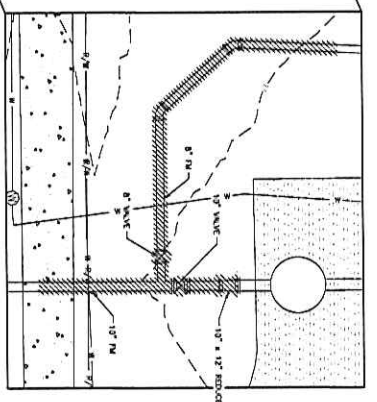




ENLARGED PLAN AT STA 10+00

1. REMOVE ALL JOINTS
2. NEW 8" DUCT VENT TO REMAIN CLOSED WHEN PUMP IS NOT IN USE

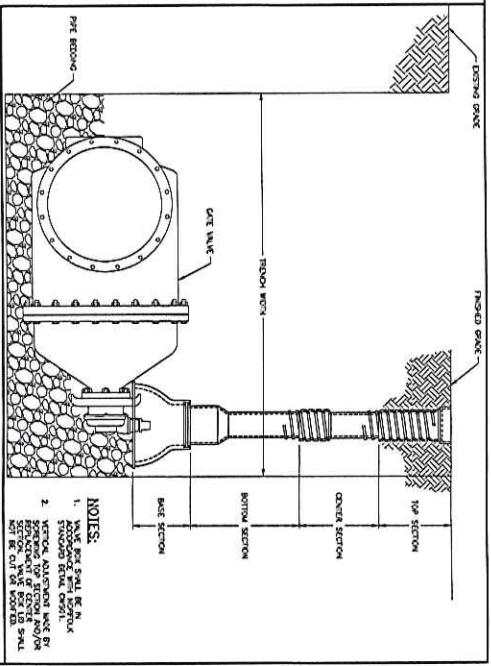
SCALE 1" = 5'



PARTIAL DEMOLITION PLAN

1. REMOVE EXISTING PIPE AND ALL APPURTENANCES AS REQUIRED TO INSTALL NEW PIPELINE INCLUDING A PROPER FIRE INSULATION AND PROTECTION

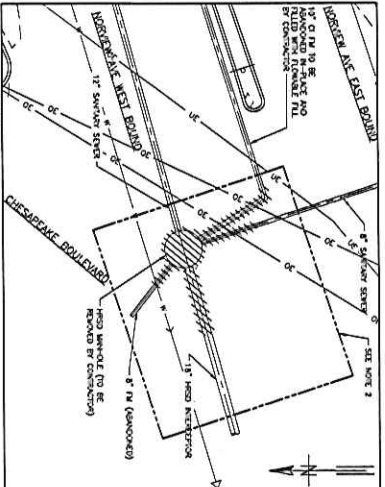
SCALE 1" = 5'



HORIZONTAL GATE VALVE INSTALLATION DETAIL

1. MAKE SURE GATE VALVE IS IN THE OPEN POSITION
2. VERIFY ALIGNMENT AND SQUARENESS OF GATE VALVE

SCALE NOT TO SCALE

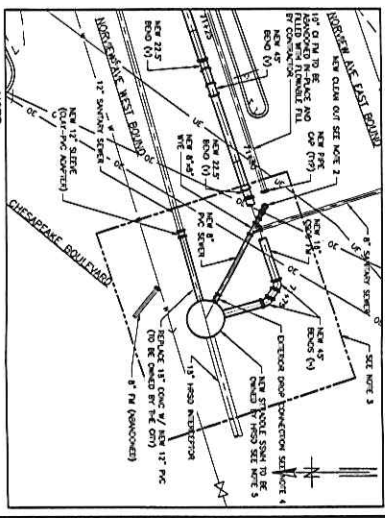


DEMOLITION PLAN

1. REMOVE EXISTING PIPE AND ALL APPURTENANCES AS REQUIRED TO INSTALL NEW PIPELINE INCLUDING A PROPER FIRE INSULATION AND PROTECTION
2. REMOVE EXISTING PIPE AND ALL APPURTENANCES AS REQUIRED TO INSTALL NEW PIPELINE INCLUDING A PROPER FIRE INSULATION AND PROTECTION

ENLARGED PLAN AT STA 71+50

SCALE 1" = 10'



NEW PLAN

1. REMOVE ALL JOINTS ON THE FORCE MAIN
2. REMOVE ALL JOINTS ON THE FORCE MAIN
3. REMOVE ALL JOINTS ON THE FORCE MAIN
4. REMOVE ALL JOINTS ON THE FORCE MAIN
5. REMOVE ALL JOINTS ON THE FORCE MAIN

GREENE & HANSEN
3750 LAKE WOOD DRIVE, SUITE 407
DUBLIN, OHIO 43017
(614) 455-2112

DESIGNED BY
DRAWN BY
CHECKED BY

APPROVED

DATE: 10/1/12

NO. DATE APPRO. REVISION

SCALE
1" = 5'

CITY OF NORFOLK, VIRGINIA
DEPARTMENT OF UTILITIES
PUMP STATION NO. 46
FORCE MAIN REPLACEMENT

PROJECT SPECIFIC DETAILS 2

TITLE: 19
SHEET: 19 OF 27
DATE: JULY 2012 REV: 0